U.S. Bepartment of Justice Washington, DC 20530

Exhibit B

To Registration Statement

OMB No. 105-0007 Approvid Expires Nov. 30, 1993

Under the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 2053; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant

Name of Foreign Principal

H. William Tanaka d/b/a Tanaka Ritger & Middleton

The Japan Automobile Manufacturers Assn.

Check Appropriate Boxes:

- 1.17 The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
- 2. There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- 3.[] The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

To provide reportorial and informational services on a subscription basis

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5. Describe fully the activities the registra	nt engages in or proposes to engage in	on behalf of the above foreign principal.
	SEE STATEMENT NO. 4	
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		•
6. Will the activities on behalf of the above Yes □ No ♥	e foreign principal include political act	ivities as defined in Section 1(o) of the Act?1
If yes, describe all such political activities	indicating, among other things, the rela	ations, interests or policies to be influenced together
with the means to be employed to ach	ieve this purpose.	of political to be introduced together
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		•
Date of Exhibit B February 14, 1992	Name and Title H. William Tanaka	Signature

Publical activity as defined in Section Ito) of the Act means the dissemination of political propaganda and any other activity which the person engaging werein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

Attorney

AGREEMENT BETWEEN

THE JAPAN AUTOMOBILE MANUFACTURERS ASSOCIATION

AND

H. WILLIAM TANAKA

RELATING TO

WASHINGTON AUTOMOTIVE REPORT SUBSCRIPTION SERVICES.

This agreement is entered into by and between The Japan Automobile Manufacturers Association (hereinafter referred to as "JAMA") of Tokyo, Japan and H. William Tanaka (hereinafter referred to as "Counsel"). of Washington, D.C.

WHEREAS, JAMA desires to obtain from Counsel, on a subscription basis, certain reportorial and informational services hereinafter specified, covering the National Traffic and Motor Vehicle Safety Act, Energy Policy Act, the Clear Air Act, as amended, the National Energy Policy Act, motor vehicle import/export trade-related developments, and relevant regulations, ruling and other administrative actions and/or legislative actions taken or proposed to be taken in connection therewith; and

WHEREAS, Counsel desires to furnish such reportorial and informational services on a subscription basis,

NOW, THEREFORE, it is mutually agreed as follows:

JAMA, hereby contracts for a newsletter subscription service to provide the following:

- a. Reportorial and informational services will be rendered in the written form of a report entitled, WASHINGTON AUTOMOTIVE REPORT, on a periodic summary analysis basis. The report will cover such areas as the aforementioned U.S. statutes, regulations, rulings and other administrative actions and/or legislative actions proposed or taken in connection therewith including information on related activities of the U.S. automotive industry bearing on the interests of the Japanese automotive industry. These services will be supplied in analyzed form which will enable the appropriate persons designated by JAMA to form a quick familiarity with the more important issues involved. Where urgency reasonably requires, such reportorial and informational services will be rendered by telephone or fax as deemed appropriate by Counsel, or upon request by JAMA.
- b. Counsel will monitor and report on all significant administrative or congressional hearings initiated under or relating to the aforementioned statutes, regulations and rulings including motor vehicle import/export trade-related developments in a timely manner.

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- c. Counsel will attempt to provide JAMA with copies of official U.S. Government and congressional publications bearing on the actions taken or proposed and will thus act as a clearing house for JAMA in furnishing all such documents.
- d. Counsel, upon request, will undertake to review documents drafted by JAMA for submission to any U.S. Government agency in the course of established agency proceedings, whether formal or informal, and render appropriate legal advice thereon.
- e. Counsel, upon request, will furnish general legal advice regarding, or in connection with the operation of JAMA.

IN CONSIDERATION of the foregoing services to be rendered by Counsel, JAMA agrees to pay Counsel within a reasonable time after execution of the agreement, a retainer fee of \$196,000.00 (One Hundred and Ninety Six Thousand Dollars) covering services to be rendered commencing December 19, 1991 through December 18, 1992. It is agreed that all ordinary and routine expenses necessary to the satisfactory performance of the foregoing services incurred by Counsel shall be payable out of the said retainer fee. This agreement shall not cover fees and expenses incurred by Counsel for services rendered outside of Washington, D.C., made at the specific request of JAMA.

This agreement shall become effective immediately upon execution herein by the parties hereof.

IN WITNESS WHEREOF, the parties have hereunto signed, sealed and delivered this agreement on the date written below.

THE JAPAN AUTOMOBILE MANUFACTURERS ASSOCIATION

H. WILLIAM TANAKA

BY: Mr. T. Tominaga, Executive Managing Director

Date:

Date: 2/c9/92